

Appendix F
Exchange
Contract
Article 11

Excerpted from
United States Department of the Interior
Bureau of Reclamation
Central Valley Project, California
“Second Amended Contract for Exchange of Waters”

Contract I1r-1144; Second Amendatory; Revised December 6, 1967

Article 11.

Mendota Pool. The parties recognize the necessity for close mutual cooperation in the operation of Mendota Pool and associated diversion works, and the desirability of maintaining the minimum practical degree of fluctuation in the Pool level. Central California Irrigation District shall operate and maintain Mendota Dam at its own expense in a manner to prevent leakage that would result in waste below Temple Slough. During times when water is being delivered to Mendota Pool from the San Joaquin River and/or Fresno Slough under this contract the water surface in the Pool will be maintained, in so far as practicable, between elevations 160.0 and 161.0 feet, U. S. Geological Survey datum, which is equivalent to heights of 13.0 feet and 14.0 feet on the gage at Mendota Dam. When delivery is being made from Delta-Mendota Canal, the corresponding elevations will be 160.0 and 161.5, corresponding to gage heights of 13.0 and 14.5 feet. Deviations above or below these elevations shall occur only by mutual agreement of the Secretary of the Interior or his authorized representative and the Contracting Entities in so far as such deviations can be controlled by the parties to this contract. In order to assist the Central California Irrigation District in operating Mendota Pool as above, the Bureau agrees to deliver the quantities of water specified in this contract at as nearly uniform rates of flow as practicable, in accordance with delivery schedules provided by the Contracting Entities at least 48 hours in advance. In the event said District shall fail or refuse so to operate and maintain said dam, the United States shall be entitled, and is hereby given the right, power and privilege, to enter upon the premises upon which said dam is located, using all necessary force so to do, and take full charge of the operation and maintenance of said dam, and any and all cost and expense of such maintenance and operation shall be a valid charge against said District, and shall be paid forth- with to the United States upon rendition of statement or statements, therefore; provided, however, that any construction by the United States, beyond repairs and replacements in kind, shall be at the sole cost and expense of the United States. It is expressly understood in connection with the obligations imposed upon said District by this article that the United States shall do nothing hereafter which will increase materially the burden of such obligations.

The parties recognize that the United States under the aforementioned Purchase Contract acquired all rights of the Contracting Entities and each of them in and to the use of Kings River water flowing in Fresno Slough and has obligations to deliver water at points on said Fresno Slough under, or in lieu of, water rights recognized in Schedule 2 of the Purchase Contract, and that the United States has incurred and might hereafter incur obligations to provide project water at diversion points within the area of said Fresno Slough. The Contracting Entities will, subject to the provisions of this contract, cooperate with the United States in facilitating such deliveries.